

Town of North Hempstead
Request for Proposals
Trap-Neuter-Inoculate Return Cat Program

TOWN OF NORTH HEMPSTEAD



REQUEST FOR PROPOSAL

TRAP-NEUTER-INOCULATE RETURN PROGRAM **TNH059-2015**

Release Date: January 22, 2015

Due Date: February 6, 2015, 3PM

**220 PLANDOME ROAD
MANHASSET, NY 11030**

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Section I

**GENERAL INFORMATION AND INSTRUCTIONS FOR SUBMITTING
PROPOSALS**

A. PURPOSE

The Town of North Hempstead (hereinafter referred to as the “Town”) Office of the Town Supervisor is distributing this Request for Proposal (hereinafter referred to as the “RFP”) to evaluate qualified entities to provide certain services relating to the growing feral cat population within the Town. The Town is searching for an outside entity to assist with the Town’s TRAP-NEUTER-INOCULATE RETURN (hereinafter referred to as the “TNR”) program to address the growing feral cat population within the incorporated and unincorporated sections of the Town.

The intent of this proposal is to communicate our requirements and to provide entities with sufficient information to enable them to prepare responses to this RFP.

B. PROPOSAL INQUIRIES

All questions concerning this RFP should be sent via email to contracts@northhempsteadny.gov no later than January 29, 2015, 12 PM.

All questions received by due date and respective answers will be posted at www.northhempsteadny.gov, Working, RFP, 2015 by the end of the day February 2, 2015.

C. ADDENDUM TO THE REQUEST FOR PROPOSAL

The Town reserves the right to amend this RFP prior to the due date of proposals. If it becomes necessary to revise any part of the RFP, an addendum will be mailed to all who have received a copy of the RFP from the Town. All respondents shall include acknowledgment of all addenda as part of their proposal. Failure to acknowledge addenda may be grounds for disqualification of the proposal.

D. COST OF PREPARING PROPOSAL

The cost of developing and submitting the proposal is entirely the responsibility of the respondent. This includes costs to determine the nature of this engagement, preparation of the proposal, submitting the proposal, negotiating for the contract, and other costs associated with responding to this RFP.

E. REQUESTS FOR ADDITIONAL INFORMATION

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The Town may request additional information as needed from any respondent who submits a proposal. If additional information is requested, the Town is not required to request the same information from all respondents.

F. SUBMISSIONS OF PROPOSALS

One hard copy of the proposal and one electronic copy must be received by the Purchasing Division at the address below no later than 3PM, February 6, 2015. Each proposal must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: TONH FELINE TRAP NEUTER RETURN REQUEST FOR PROPOSAL, TNH059-2015. The applicant's name and address must also be clearly written on the envelope. All proposals must be type written or machine printed, except that forms required as part of the submission may be hand printed in ink.

G. MAILING ADDRESS

Proposals shall be mailed or hand-delivered to the following address:

Procurement Supervisor
Town of North Hempstead
Department of Administrative Services – Purchasing Division
220 Plandome Road
Manhasset, NY 11030

H. SIGNATURE ON PROPOSALS

Each copy of the proposal must be signed by an authorized representative of the entity submitting the proposal. Each proposal must include the complete mailing address of the respondent. Proposals submitted by corporations or not-for-profit organizations must be signed in the name of the corporation or not-for-profit organization followed by signature and title of the president, secretary, or other person authorized to bind the entity. Proposals submitted by a corporation must include the completed Corporate Data Sheet attached hereto as Appendix B. The names of all persons signing the proposal must be typed or printed below the signature.

I. CONSIDERATION OF PROPOSALS

Any proposal that is not received by the Procurement Supervisor prior to the deadline date and time will not be considered. The Town reserves the right to accept or reject any and all proposals and to waive technicalities or irregularities involving any proposal.

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J. PROPOSAL REQUIREMENTS

A completed proposal will consist of the eight completed copies of the following items:

1. A cover letter stating that the entity wishes to be considered in the selection process. The letter should also indicate the entity is willing to schedule an interview with the Town should they be asked to do so and can comply with the RFP, Appendix A, Appendix B and Section II Scope of Work.
2. History and description of the entity's organization: origin, purpose, structure, and current operations including but not limited to the number of employees, volunteers base and maximum capacity for responding to a feral cat service request.
3. A description of the respondent's qualifications, experiences, experience providing the requested or similar service and summary of experience and training of personnel who will be assigned to handle this work.
4. A list of subcontractors, if any. A description of subcontractors' qualifications and experiences to perform the work proposed to be subcontracted must be provided.
5. Name, address and telephone number of contact persons in agencies to whom the respondent has provided similar services within the last three years. These references shall include the name of the agency, the name of the contact person (preferably the contract oversight officer) the address, and the telephone number of the contact person. Past and current employees and subcontractors of the respondent may not be listed as references or contact persons. The Town reserves the right to contact additional persons in agencies for whom the respondent has provided services.
6. A detailed statement of work outlining the respondent's proposed goals, objectives, and procedures for providing the services detailed above.
7. A detailed statement of the respondent's policies and record keeping methods.

K. ECONOMY OF PREPARATION

Responses should be prepared simply and economically, providing a straightforward, concise description of respondent's capabilities to provide the services described in the RFP. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of the RFP, without elaboration, will not be considered sufficiently responsive.

I. ERRORS IN PREPARATION

The Town reserves the right to reject proposals which contain errors of any kind.

M. ACCEPTANCE OF PROPOSAL CONTENT

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The content of the successful respondent's proposal, this RFP, and addenda will become part of any contract to perform work described in this RFP.

N. SELECTION PROCESS

Once the submission deadline has passed, all proposals submitted in response to this RFP will be evaluated by a selection committee to determine the most qualified respondent(s). The results of the evaluation and selection process will be presented to the Town Board for final approval. The Town will then enter into a contract with the selected respondent.

O. APPEARANCE BEFORE THE GOVERNING BODY OR SELECTION COMMITTEE

Any or all respondents may be required to appear before the Town Board or Selection Committee to explain the respondent's understanding and approach to providing the services request and to respond to any questions about the proposal.

P. REJECTION OF PROPOSALS

Issuance of the RFP in no way constitutes a commitment by the Town to award a contract. The Town reserves the right to reject any or all proposals or portions of proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Town to do so.

Q. OPEN RECORDS

All responses will become the property of the Town and will be a matter of public record subsequent to signing of the contract or rejection of all proposals.

R. CONFLICT OR AMBIGUITIES

Respondents shall notify the Town of North Hempstead immediately if conflicts or ambiguities are found in this RFP. Failure to do so prior to proposal submission will result in resolution in a manner deemed to be in the Town's best interest.

S. INDEPENDENT PRICE DETERMINATION

A proposal will not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to such prices with any other respondent, competitor, or public official.

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T. STATEMENT OF CONFIDENTIALITY

In order to protect the confidentiality of the Town's business, all information that is provided to vendors during the RFP process, in any form, shall not be duplicated and must be returned to the Town at the end of the RFP process. Information shall be treated as confidential by vendors and should only be used for the purpose of providing responses to this RFP. Vendors shall not disclose any information found in this document or information that is gathered during the RFP process to anyone except Town authorized officers and vendor's authorized officers directly connected with the RFP process.

U. MINIMUM INSURANCE REQUIREMENTS

If applicable, the Town will require the selected vendor to comply with insurance requirements as outlined below. The Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the vendor. Insurance shall meet or exceed the following unless otherwise approved by the Town:

- Commercial General Liability Insurance-\$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage;
- Automobile Liability Insurance-\$2,000,000.00 combined single limit per accident for bodily injury and property damage;
- Worker's Compensation Insurance as required by the laws of the State of New York;
- Errors and Omissions for Professional Services applying to all professional activities performed under the contract-\$2,000,000.00 per occurrence and as an annual aggregate.
- Employer's Liability coverage with limits of \$500,000.00 per accident; \$500,000.00 per disease policy limit; \$500,000.00 per disease each employee.

Any deductibles or self-insured retentions must be declared and approved by the Town. In the event the deductibles or self-insured retentions are not acceptable to the Town, the Town reserves the right to negotiate with the vendor for changes in coverage deductibles or self-insured retentions; or alternatively, require the contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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The Town is to be named as an additional insured on the general liability, automobile liability, employer's liability, and errors and omissions policies procured by Vendor with respect to the work the subject of this RFP.

The vendor's insurance shall be primary insurance. Any insurance or self-insurance retentions maintained by the Town shall be excess of the vendor's insurance and shall not contribute to it.

All policies will provide the Town with 30 days written notice of cancellation or material change.

Vendor agrees to waive its right of subrogation against the Town. The insurances required herein will not be invalidated by any action, inaction, or negligence of the insured.

Insurance is to be placed with insurers acceptable to the Town.

Vendor shall provide the Town with certificates of insurance reflecting the coverage provided herein. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the Town as an "additional insured". The certificates are to be received promptly by the Town and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Contractors shall include all subcontractors as insured's under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

V. TERMINATION FOR DEFAULT

Performance under any contract resulting from this RFP may be terminated by the Town of North Hempstead whenever:

The vendor, in the sole opinion of the Town of North Hempstead, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default.

Termination will be effected by delivery to the vendor of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the vendor shall:

- stop all work;
- assign to the Town of North Hempstead all rights, title and interest in the work being developed;

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- deliver forthwith to the Town of North Hempstead all completed work and work in progress;
- preserve and protect, until delivery to the Town of North Hempstead, all material, plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the Town of North Hempstead or necessary to the completion of the work.

W. TERM OF CONTRACT

- The successful proposal(s) will result in a contract to provide services for **two years**. The Town has the option to offer a one year extension.

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**SECTION II
SCOPE OF WORK**

A. PURPOSE OF CONTRACT

To secure services related to the TNR program found in need of such care including but not limited to those found at large within the Town limits.

B. POLICY

In 2002, the Town implemented a TNR program to address the growing feral cat population. The feral cats are humanely trapped, transported to licensed veterinarians for sterilization, inoculation and ear notching, provided post-operative care and then released back to their original colonies.

The Town contracts with organizations, which have participated in the program since its inception. In that time, we have trapped, serviced and released approximately 1,000 cats.

The Town addresses the problem of feral feline overpopulation in a humane and effective manner by stabilizing the feral cat colonies and preventing the potential spread of disease.

C. PROCEDURE FOR HANDLING CONSTITUENT COMPLAINTS REGARDING FERAL CATS

1. Constituent calls non-emergency telephone number 3-1-1 (hereinafter referred to as the “311”) to report observation or complaint of feral cat(s).
2. 311 operators complete Service Request (hereinafter referred to as the “SR”) intake including descriptive answers to specific questions (see attached); thereby estimating the number of feral cats and the location.
3. The TONH Feral Cat Program Coordinator (hereinafter referred to as the “Coordinator”) contacts the constituent to review the answers to the ten questions on the SR and to explain the TNR program details (as indicated in procedures 4 through 8 below).
4. The Coordinator notifies the constituent that the Entity or Organization (hereinafter referred to as the “Organization”) should not request payment for this service but may solicit the constituent for a donation for their organization.
5. The Coordinator visits the reported site of the feral cat (s) and compares the answers questions the constituent gave on the SR to what he observes.

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6. The Coordinator contacts Organization requesting to trap only or trap-neuter-inoculate and provides SR information, including referral number formatted such as: (020508(Date) 1234(311 SR#).
7. The Organization notifies the trapper to request trapping of cat(s) per the SR details. A digital photo may be requested of each trapping.
8. The Organization notifies the Coordinator of the number of cats trapped and brought to the Veterinarian for a specific SR. This notification must include the referral number formatted such as: (020508(Date)1234(311 SR#).
9. Organization/Trapper picks up cat(s) from the Veterinarian and releases cat(s) to original location.
10. Organization notifies Coordinator cat(s) have been released to original location.
11. Coordinator then determines whether additional cats will be treated under this referral number and therefore SR remains open or all cats have been treated and SR is closed.
12. When the claim and invoices are received they are reviewed by the Coordinator for proper referral numbers and verified to the information on the SR. Only neutering, spaying and rabies shots are to be covered.
13. The Commissioner for the Department of Public Safety reviews and approves the claim based on supporting detail.

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**APPENDIX A
AFFIRMATIVE ACTION / AND OTHER LAWS**

- A. Equal employment opportunity. During the performance of this Agreement, the Vendor agrees as follows:
1. It shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 2. It agrees to abide by all federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

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**APPENDIX B
CORPORATE DATE SHEET**

1. The official name and address:

2. Indicate the type of entity the company (e.g. corporation, partnership, etc,) and the state in which it is incorporate or registered:

3. The name, company title, address, telephone number and e-mail address of the person the Town should contact for additional information and for scheduling of a possible interview:

4. The name, company title, address, telephone number and e-mail address of the person authorized to negotiate the contract with the Town:

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FORMS

**BIDDERS STATEMENT
CONTRACT
THIS IS NOT AN ORDER**

THE BIDDER HEREBY ACKNOWLEDGES, without qualification, that s(he) will abide by all terms and conditions pursuant to this bid, including but not limited to the bid specifications, specific terms and conditions, general terms and conditions and bid prices hereto.

FURTHER, the undersigned offers and agrees to furnish any and all items upon which prices are bid at the price set forth for each item bid, if this bid is accepted within _____ days from the opening date stated in the invitation on the first page of this bid document. DELIVERY to destination stated will be made within _____ days after the receipt of the order. CASH DISCOUNT ALLOWED _____ % 20 days.

Bid respectfully Submitted By: _____

Type/Print Name: _____

Title: _____

Telephone Number: _____

Business Address : _____

(1) If an individual doing
Business as _____

(2) If a Partnership _____
(Member of firm)

(Member of firm)

(3) If a Corporation _____
(Name of Corporation)

(Officer) (Title)

ATEST: _____ (Witness)

DATE: _____

Town of North Hempstead Non-Collusive Bidding Certification



By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Contractor's Signature

Date

Name of Business

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INSURANCE CERTIFICATE

The following insurance currently exists on behalf of

(Name and Address of Insured Contractor/Vendor):

Bid Description: _____

- (1) Worker's Compensation:

Insurance Carrier: _____

Policy Number(s): _____

- (2) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the **Town of North Hempstead** has been added as additional insured, and Automobile Liability:

- (a) \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier: _____

Policy Number(s): _____

- (b) Contractual coverage defending, indemnifying and holding harmless both the Town of North Hempstead, and its employees, agents and representatives from any and all loss and/or damage arising out of the performance of the above contract. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (or its employees, agents and representatives).

Insurance Carrier:

Policy Number(s):

- (c) workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); and
- (d) disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 (2).
- (3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

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- (4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead
Town Attorney's Office
220 Plandome Road
P.O.B. 3000
Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

DATED:_____

Please make the bid # and name as indicated

As reference (i.e TNH059-2015- Trap- Neuter- Inoculate- Return Feral Cat Program)

Certificates without a reference may not be accepted.